



United Steelworkers of America

AFL-CIO-CLC

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April 7, 2004

Robert O. Berger, Esquire
100 State Street, Suite 900
Boston, MA 02109

Re: Closing of Farnsworth Fibre Corporation and Sherman Feinberg Corporation

Dear Mr. Berger:

In your letter dated April 1, 2004, you again fail to state what you are asking of the United Steelworkers of America on behalf of former employees of Farnsworth Fibre Corporation and Sherman Feinberg Corporation. To address one of your repeated concerns regarding effects bargaining, Staff Representative Lowell Alexander did engage in effects bargaining regarding the plant's closure—which bargaining resulted in settlements of grievances over bumping rights, report pay and payment of medical insurance. Moreover, in mid-October 2003, Mr. Alexander and Mr. Ortiz met with the membership to discuss the pending closure of the facility and to answer members' questions. The International Union provided an interpreter at that meeting.

You have referred to two fires at the Farnsworth Fibre Corporation/ Sherman Feinberg Corporation facility and two members' loss of fingers at the plant, but have failed to provide me with specific information about those incidents—such as when they occurred—despite my repeated requests from you for more specific information. You made no mention of whether you or members brought those issues to the attention of the Company after the alleged incidents occurred at the facility, which closed in November 2003. Indeed, your complaints concern Company conduct, not Union conduct. You have not stated that Staff Representative Lowell Alexander knew about the alleged incidents and, indeed, Mr. Alexander confirmed that no members brought any safety issues to his attention. Moreover, it appears that your client, shop steward Jose Ortiz, did not file grievances over safety issues.

During our conversation, I reminded you that Mr. Ortiz was a shop steward during the relevant period when the facility closed in November 2003 and responsible for grieving disputes with the Company and breaches of the collective bargaining agreement. Mr. Ortiz, having signed several grievances pursuant to the plant shutdown, was familiar with the grievance machinery used and conceivably would have filed grievances over safety infractions. As for your comments about the Union Constitution, that document is freely available to local union representatives and I understand the situation to be that Mr. Ortiz did not avail himself of one.

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The Union rejects your claims that the collective bargaining agreement or the Union's conduct are discriminatory or violate a duty of fair representation. Your failure to give me specific information about what you are asking the Union to do indicates the paucity of any alleged claims. The Union objects to any characterization you have made that it violated its duty toward these employees. Moreover, I have a different recollection than you about how our conversation ended. That is, I did not slam the phone down on you. At the end of the conversation I asked again what was being asked of the Union, and informed you that I would be ending the telephone call because you did not provide specific information. I invited you to put in writing what was being asked of the Union.

As I stated before, if you can provide me with specific information about what you want the Union to do under the current circumstances—where the facility has been closed for several months and where several grievances had already been settled pursuant to the closing—then feel free to contact me again.

Sincerely,



Theresa Merrill Stones
Assistant General Counsel

TMS/mlr

cc: Louis Thomas, District Director, USWA
Lowell Alexander, Staff Representative (w/attachment)